

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

ALTAPURE LLC,

Plaintiff,

v.

SURFACIDE LLC and ONEBEACON
INSURANCE GROUP,

Defendants.

Case No. 18-CV-1667-JPS

ORDER

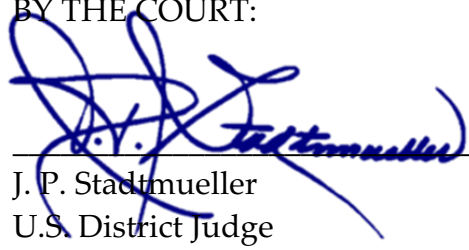
On June 28, 2019, all parties who have appeared filed a stipulation of dismissal of this action with prejudice and without costs assessed to any party. (Docket #42 at 1). The Court will adopt this portion of the stipulation. *See* Fed. R. Civ. P. 41(a)(1)(A)(ii). The parties also requested that the dismissal be “subject to Plaintiff’s right to reopen [the case] if the terms of the Settlement Agreement are breached.” (Docket #42 at 1). This is, in essence, a request that the Court retain jurisdiction over this case to enforce the parties’ settlement agreement. This the Court cannot do. *See Lynch, Inc. v. SamataMason Inc.*, 279 F.3d 487, 489 (7th Cir. 2002) (“A settlement agreement, unless it is embodied in a consent decree or some other judicial order or unless jurisdiction to enforce the agreement is retained (meaning that the suit has *not* been dismissed with prejudice), is enforced just like any other contract.”).

Accordingly,

IT IS ORDERED that the parties’ stipulation of dismissal (Docket #42) be and the same is hereby **ADOPTED in part**; this action be and the same is hereby **DISMISSED with prejudice** and without costs to any party.

Dated at Milwaukee, Wisconsin, this 28th day of June, 2019.

BY THE COURT:



J. P. Stadtmueller
U.S. District Judge